

RESOLUTION NO. 4134

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF WESTMINSTER PROVIDING FOR A
COMPENSATION PLAN FOR THE EMPLOYEES
REPRESENTED BY THE WESTMINSTER MUNICIPAL
EMPLOYEES' ASSOCIATION

WHEREAS, the City and the Westminster Municipal Employees' Association (WMEA) have memorialized an agreement in a written Memorandum of Understanding (MOU) that was adopted by the City Council on September 12, 2007; and

WHEREAS, the MOU includes a provision for salary increases; and

WHEREAS, the existing salary schedule contains step increases of varying per cents that are inconsistent; and

WHEREAS, there was an agreement that the City would establish a pay structure that includes consistent steps effective January 5, 2008; and

WHEREAS, the MOU requires amendments to classification titles in order to implement approved clerical series study recommendations.

THE MAYOR AND CITY COUNCIL OF THE CITY OF WESTMINSTER
DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. REGULAR FULL-TIME SERIES. All full-time employees in classifications represented by the WMEA shall be assigned to a classification with a salary range as set forth in Sections 3 and 4 below.

SECTION 2. MEMORANDUM OF UNDERSTANDING (MOU). The MOU between the WMEA and the City of Westminster is attached hereto as Exhibit A and made a part hereof.

SECTION 3. ADOPTION OF WMEA PAY STRUCTURE. The WMEA Pay Structure that lists the monthly salaries for each step A through G for each range number is attached hereto as Exhibit B and made a part hereof.

SECTION 4. ALLOCATION TO SALARY RANGE. The following classifications are allocated to salary ranges through designation of a range number as follows:

<u>CLASSIFICATION TITLE</u>	<u>RANGE NUMBER</u>	<u>SALARY RANGE</u>
Account Clerk	14	\$2,935 - \$3,933
Accounting Technician	19	\$3,320 - \$4,450
Administrative Assistant I	14	\$2,935 - \$3,933
Business License Inspector	21	\$3,489 - \$4,675
Business License & Permit Tech	15	\$3,008 - \$4,031
Building Maint./Repair Supervisor	26	\$3,947 - \$5,289
Building Maint./Repair Worker	14	\$2,935 - \$3,933
Building Supervisor	29	\$4,250 - \$5,696
Career Services Specialist	19	\$3,320 - \$4,450
Code Enforcement Officer	24	\$3,757 - \$5,034
Combination Building Inspector	27	\$4,046 - \$5,422
Community Development Specialist	19	\$3,320 - \$4,450
Community Services Representative	14	\$2,935 - \$3,933
Computer Services Technician	15	\$3,008 - \$4,031
Cross Connection Inspector	22	\$3,576 - \$4,792
Customer Services Representative	11	\$2,725 - \$3,652
Deputy City Clerk	15	\$3,008 - \$4,031
Engineering Technician	24	\$3,757 - \$5,034
Equipment Mechanic	22	\$3,576 - \$4,792
Equipment Operator	20	\$3,403 - \$4,561
Facilities Supervisor	26	\$3,947 - \$5,289
Gang /Drug Intervention & Prevention Specialist	16	\$3,083 - \$4,132
General Clerk	8	\$2,531 - \$3,391
Leadworker	22	\$3,576 - \$4,792
Maintenance Worker I	14	\$2,935 - \$3,933
Maintenance Worker II	17	\$3,160 - \$4,235
Maintenance Worker III	20	\$3,403 - \$4,561
Mechanic	20	\$3,403 - \$4,561
Mechanic/Body Repair Worker	22	\$3,576 - \$4,792
NPDES Inspector	27	\$4,046 - \$5,422
Payroll Clerk	14	\$2,935 - \$3,933
Personnel Secretary	15	\$3,008 - \$4,031
Printing Services Technician	15	\$3,008 - \$4,031
Public Information Clerk	11	\$2,725 - \$3,652
Public Works Inspector	27	\$4,046 - \$5,422
Public Works Maint Supervisor	29	\$4,250 - \$5,696
Public Works Specialist	21	\$3,489 - \$4,675
Purchasing Technician	21	\$3,489 - \$4,675
Receptionist Clerk	11	\$2,725 - \$3,652
Records Clerk	14	\$2,935 - \$3,933
Recreation Coordinator	16	\$3,083 - \$4,132
Senior Account Clerk	15	\$3,008 - \$4,031
Senior Building Maint./Repair Wkr	22	\$3,576 - \$4,792

<u>CLASSIFICATION TITLE</u>	<u>RANGE NUMBER</u>	<u>SALARY RANGE (Cont)</u>
Senior Building Maint./Repair Tech II	24	\$3,757 - \$5,034
Senior Code Enforcement Officer	27	\$4,046 - \$5,422
Senior Combination Building Inspector	29	\$4,250 - \$5,696
Senior Programs Coordinator	12	\$2,793 - \$3,743
Shop Forman	26	\$3,947 - \$5,289
Stenographer Clerk	11	\$2,725 - \$3,652
Sweeper Operator	18	\$3,239 - \$4,341
Training Coordinator/Crew Leader	26	\$3,947 - \$5,289

SECTION 5. CLASSIFICATIONS DELETED. The classifications of Secretary and Special Services Clerk are hereby deleted and are replaced by Administrative Assistant I. The classification of Department Secretary is hereby deleted and replaced by Administrative Assistant II (adopted under separate resolution).

SECTION 6. ALL RESOLUTIONS IN CONFLICT, ETC. All resolutions of the City of Westminster in conflict herewith are hereby repealed.

SECTION 7. EFFECTIVE DATE. This resolution shall be effective January 5, 2008.

PASSED, APPROVED AND ADOPTED this 16th day of January 2008, by the following vote:

AYES:	COUNCIL MEMBERS:	RICE, QUACH, FRY, MARSH, TA
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE


MARGIE L. RICE, MAYOR

ATTEST:


MARIAN CONTRERAS, CITY CLERK

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Marian Contreras, hereby certify that I am the duly appointed City Clerk of the City of Westminster, and the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Westminster held on the 16th day of January, 2008.



Marian Contreras, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Between

The City Of Westminster

and

The Westminster Municipal Employee's Association

July 1, 2007 to June 30, 2010

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WESTMINSTER
AND
THE WESTMINSTER MUNICIPAL EMPLOYEE'S ASSOCIATION**

ARTICLE I

CITY RECOGNITION OF ASSOCIATION

The City of Westminster (hereinafter referred to as "City") recognizes the Westminster Municipal Employees' Association (hereinafter referred to as "WMEA" or "Association") as the exclusive bargaining agent for all full time employees in classifications set forth in Exhibit 1 and all newly created classifications designated as represented by the bargaining unit.

The grant of "exclusive" recognition shall not preclude employee self representation in matters where individual rights, protections, and concerns are involved; provided however, the representation rights of the association as exclusive representative shall not be compromised thereby.

ARTICLE II

NON-DISCRIMINATION

The City and WMEA agree that there shall be no discrimination against employees within the bargaining unit because of race, color, creed, religion, national origin, sex, marital status, Association membership, age, sexual preference, disability or any other lawfully protected class.

The terms "they" and "their" may be used in this agreement for the terms "he", "his", "she", "hers", or other terms which would indicate masculine or feminine gender.

ARTICLE III

SALARIES AND COMPENSATION

Section 1. Salary Increases:

- A. Effective January 5, 2008, employees covered by this agreement shall receive a 3.75% (three and three-fourths per cent) salary increase. The City shall implement the new salary matrix with the salary increase included and employees will be placed in the range on the step they are on as of January 5, 2008.
- B. Effective January 10, 2009, employees covered by this agreement shall receive a 2.5% (two and one-half per cent) salary increase.
- C. Effective January 9, 2010, employees covered by this agreement shall receive a 2.5% (two and one-half per cent) salary increase.

Section 2. Educational Benefits. Employees covered by this agreement shall be eligible to receive one of the following educational bonus payments for appropriate education or professional qualifications not specifically required for holding the position they occupy. In order to qualify for these educational benefits, a grade average of "C" must be attained; however, one pass/fail course may be included in each fiscal year.

<u>Requirements</u>	<u>Additional Pay</u>
21 college units (15 units must be directly related to job)	5% of base pay
A.A. Degree with a minimum of 24 college units directly related to job.	10% of base pay
Certified Professional Secretary National Secretaries' Assoc.	10% of base pay

When a Bachelor's degree or above is required for a position, the individual holding that position will not be eligible for educational benefits. Education benefits shall be paid on overtime. Educational benefits shall be in addition to regular base pay and shall not be considered part of base pay for the computation of other benefits, except retirement as required by law.

Section 3. Continuous Meritorious Service. As an incentive for outstanding, continuous City service, employees who maintain evaluations of satisfactory or better shall be entitled to the following special merit pay, at the completion of the following service intervals:

21 years	2.00%
22 years	2.00%
23 years	2.00%
24 years	2.00%
25 years	2.00%

Special merit pay shall be earned on the employee's anniversary date and shall be in addition to base pay. Total special merit pay shall not exceed accumulative ten percent (10%).

Section 4. Shift Differential. Employees assigned to a shift that begins after 2:30 p.m., and prior to 12:00 a.m., shall receive an additional twenty (20) cents per hour for each hour worked.

Section 5. Special Certification Pay. Employees covered by this agreement, who hold the following certifications, shall receive an additional five percent (5%) pay, provided that the employee is required to perform services covered by the certification. Employees shall be eligible for one certificate pay only.

ICBO or ICC Certificates
Water Treatment Certificate
Play Ground Safety Inspector

Pest Control Advisor License
Qualified Applicator Certificate
ASE – Master Mechanic

Section 6. Mileage Reimbursement. Employees required or permitted to use their private automobiles in the discharge of duties shall be paid mileage at the established IRS rate. The IRS periodically updates that rate, so the reimbursement will be calculated on the established rate the date the vehicle is used.

Section 7. Tuition Reimbursement. Represented full-time employees who successfully complete their probationary period may be eligible for education reimbursement for course work taken from any college, university, or accredited institution which increases the employees' value to the City. Reimbursement is limited to a maximum of \$500.00 per fiscal year per employee. Reimbursement shall include tuition, books, registration fees, lab fees, mandatory health fees, parking fees and mandatory material fees. To be eligible, the employee must receive a grade of "C" or higher, and upon completion must verify the grade received. Courses must be approved in advance by the department head and the City Manager on the appropriate application form. In the event the employee resigns or is removed from City service within one year following completion of the approved courses for which City funds have been expended, the amount of tuition reimbursement paid by the City will be repaid to the City by means of payroll deduction from the employee's last paycheck. One pass/fail course may be included in each fiscal year.

Section 8. Bilingual Assignment Pay. Employees may be assigned by their department head to a bilingual assignment up to the number of budgeted assignments. The department heads shall determine the number of Bilingual Assignment positions, with City Manager approval, based upon a demonstrated need and frequency of use; up to a maximum of twelve assignments for employees covered by this agreement. Employees receiving Bilingual Assignment compensation shall be required to take and pass a proficiency test and may be retested on an annual basis or as needed as determined by the Human Resources Department. No permanency or seniority may be obtained in a Bilingual assignment and such assignment may be revoked at any time by the department head or Human Resources Director. The Association and City agree that the removal of a bilingual assignment shall not be considered a disciplinary action and therefore is not subject to the procedures outlined for disciplinary action nor can the action be appealed. Effective September 15, 2007, employees performing in a Bilingual Assignment shall receive \$35.00 per pay period (\$75.83 per month).

ARTICLE IV

WORK SCHEDULE

Those individuals currently on a 4/10 work schedule shall remain on said schedule. Employees covered by this agreement, who are not on a 4/10 schedule, shall remain on a 9/80 work schedule.

ARTICLE V

OVERTIME/COMPENSATORY TIME/ CALL BACK AND ON-CALL COMPENSATION

Section 1. Overtime - Overtime shall be compensated at the rate of time and one-half for all hours actually worked in excess of forty (40) hours in a seven (7) day work period. The City shall maintain the right to establish the "FLSA workweek" for purposes of determining overtime. Vacation, paid injury, sick leave and compensatory time off shall not be considered as time worked. Holidays, bereavement leave and jury duty shall be counted as time worked for overtime purposes.

For emergency call-outs, represented employees shall be compensated at a minimum of two hours pay at straight time rate or time and one-half for actual time worked, whichever is greater.

Section 2. Compensatory Time Off (CTO). Employees covered by this agreement may accumulate up to 120 hours of compensatory time off at the rate earned. An employee should attempt to schedule CTO time off at the convenience of the City; however, a supervisor may not reject a request for CTO time off unless they can establish an undue hardship.

Section 3. On-Call Time. Employees covered by this agreement who are required to be "on call" will receive a minimum payment for equivalent of ten (10) hours at straight time for each week of "on call" time. Employees will not be required to remain at home, but will leave word as to where they may be reached. If an employee is actually called out, each call shall be a minimum of one hour and the employee shall be paid at the rate of time and one-half.

ARTICLE VI

HOLIDAYS

Section 1. Holidays. Employees covered by this agreement shall be eligible for holiday time off (8 hours) or will receive an alternate day off in lieu of holiday time off. An employee may request vacation, compensatory time and/or floating holiday hours to cover the remaining hours on their shift. Any employee may be required by his supervisor to work additional hours on holidays, which may be required by public necessity and convenience. In such cases, employees will be compensated at the rate of time and one-half for all hours worked on the Holiday, regardless of regular hours worked during the work week.

The recognized holidays of the City are:

January 1
Presidents Day
Memorial Day
July 4
Labor Day
Fourth Thursday in November
The Friday following the Fourth Thursday of November

December 25

Two (2) Floating Holidays, to be taken at the convenience of the City after 60 days' continuous employment. Such holidays are not eligible for cash payment upon termination or retirement and must be taken within the calendar year.

Every day appointed by the President or Governor for public fast, thanksgiving, or holiday and so proclaimed by the Mayor.

Section 2. When a Holiday Occurs on a Day Off. When a holiday falls on Saturday the Friday before will be observed as the holiday. When the holiday falls on Sunday the following Monday will be observed. If a holiday falls on the Friday that City Hall is closed for the 9/80 schedule, or on a day the employee is not scheduled to work, the employee will receive 8 hours of compensatory time.

Section 3. Furlough. City offices will be closed between Christmas and New Years. Employees will be allowed to use banked time (sick leave, vacation, or CTO) to cover the scheduled hours that City Offices are closed. Employees may choose time off without pay. Employees required to work shall take equal time off at some time during the following year. This furlough shall be scheduled within the department so as not to interfere with departmental operations, as approved by the department head.

ARTICLE VII

VACATION

Section 1. Vacation Accrual. Vacation hours shall be earned based on the following schedule:

<u>Years of Service</u>	<u>Vacation Hours</u>
0 to 1	120 hours
1 to 2	128 hours
2 to 3	136 hours
3 to 4	144 hours
4 to 5	152 hours
5 to 20	160 hours
20 to 21	168 hours
21 to 22	176 hours
22 to 23	184 hours
23 to 24	192 hours
24 or more	200 hours

Vacation shall be scheduled within the department so as not to interfere with departmental operations, as approved by the department head.

Section 2. Annual Cash-out. All vacation hours in excess of 240 hours shall be paid on the second pay day of November. Employees may have the additional option to place this amount in deferred compensation, or held and credited to any appropriate medical cost account for the following year as may be set up under the health benefit

program. During the month of October, prior to the cash-out, an employee may request to increase the excess number of vacation hours to equal up to two years accrual as the basis for the cash-out. The request must include proof that the employee has taken at least 80 hours of vacation time off during the past 12 months. For hours over the 240, the cash-out will be calculated based upon vacation hours used/accumulated by the end of the first pay day in November.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. Sick Leave Accrual. Employees covered by this agreement shall accrue sick leave at the rate of eight (8) hours per month, and this time may not be taken off until earned. Sick leave may be used for serious injury to, or illness in, the employee's immediate family, as defined by this MOU.

A. Accumulated sick leave shall be disposed of in any of the following ways at the discretion of the employee. The employee must declare in advance their intended form of disposition to the City. This declaration shall be made in January of each year for the current year only. The forms of disposition shall be:

1. Annual Cash-out - The employee may elect to cash all remaining sick time accumulated as of December 1 at the rate of 50% of total value. Employees who leave the employ of the City, other than by retirement or death, are not paid for their sick time.

2. Roll over - The employee may elect to roll-over the full balance of time for future use as sick time. Subsequent cash outs will be limited only to that amount accumulated during the current year. Upon retirement, all accumulated sick time will be credited towards PERS retirement credit on an hour for hour basis.

3. Cash-out at retirement - Employees who make application for and retire from City service shall receive cash payment for up to 240 hours sick leave to be paid at the rate in effect at the time of such retirement, providing the appropriate declaration has been filed with the Personnel Office.

B. In the event of death of the employee, the designated beneficiary on file in the Personnel Office shall be paid in cash for sick leave at the rate of 50% of total value.

C. Payment of sick leave upon layoff. Represented employees whose employment is terminated due to layoff shall be paid in cash for all accumulated sick leave on the books at the time of layoff, at full cash value.

Section 2. Bereavement Leave. In the event of death in the immediate family (spouse, child, foster or stepchild, parent, grandparent, great grandparent, grandchild, sibling, aunt, uncle, niece, nephew or such relative of spouse) requiring travel within a 500 mile radius of Westminster, the employee shall be granted necessary time off up to thirty (30) hours with pay, not to be charged against the employee's sick account, to attend the funeral or memorial services, or to assist with related family matters. If it is necessary

for an employee to travel outside the immediate area due to a death in the immediate family, upon approval of the Personnel Director, leave may be extended to forty (40) hours to attend the funeral or memorial services or to attend to related family matters. Immediate area is defined to be a 500-mile radius of Westminster.

Section 3. Job-Connected Illness or Injury. Employees shall be entitled to a temporary disability at a maximum of six (6) months paid leave for job connected illness or injury, unless disability becomes permanent and stationary prior to expiration of six months, such time not to be charged against sick leave or vacation. Such leave is to be determined by one of the doctors from the panel mutually selected by two representatives from the WMEA, two representatives from Personnel, and one representative from Workers' Compensation Administration. If disability exceeds six months, employee may elect to receive only Workers' Compensation benefits or may have sick leave or vacation charged for the difference between Workers' Compensation and his regular salary, and receive a full paycheck, not to exceed the maximum disability period allowed under Workers' Compensation Law.

The City will, in consultation with WMEA, establish a light duty program for employees on temporary disability. Employees may be required to perform any duties appropriate to their medical condition as determined by the City doctor, subject to established medical arbitration proceedings. Light duty shall be limited to eight (8) months per injury. If after eight (8) months of light duty the employee cannot perform all the functions of his/her position, the City will hold "reasonable accommodations" meeting with the employee as required by ADA/FEHA.

Section 4. Leaves of Absence

- A. The City shall comply with the Federal and State family leave acts.
- B. Employees may request other forms of leaves of absence pursuant to provisions outlined in the Personnel Policy Manual.
- C. Any employee who engages in outside employment during any leave of absence without prior notification and approval of the City Manager and department head shall be subject to termination. Any employee who falsified the reason for the request of said leave of absence may be terminated for falsifying a request for leave of absence or extension thereof.

ARTICLE IX

HEALTH AND OTHER INSURANCE BENEFITS

Section 1. Health Benefit Program

A. The City shall maintain a comprehensive health benefit program consisting of the following programs: Medical coverage; Dental care; Vision care and Life insurance. The City's health benefit program may be increased in scope at any time; however, the benefit program may not be decreased without providing an equivalent program, after consultation with the Association.

B. From July 2007 through December 2007, the City contribution to the medical program shall be \$936.60 per month; in addition, the City shall contribute \$50.00 per month for use on any remaining health care benefits.

C. City life insurance coverage shall provide for \$35,000 death benefit and \$35,000 accidental death or dismemberment rider. Dependent life insurance coverage shall provide for \$1,500, and \$1,500 accidental death or dismemberment.

D. Effective January 1, 2008, the City will implement a full flex cafeteria plan. Employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the City's Cafeteria Plan. The flex dollar allowance for the term of this agreement shall be \$986.60 (combining the \$936.60 and the \$50.00 amounts).

A portion of the flex dollar allowance is identified as the City's contribution towards PEMHCA (PERS Health). PERS has established the rate for calendar year 2008 as \$97.00. This amount will be adjusted on an annual basis as the PEMHCA minimum increases based on a formula established by PERS. Remaining flex dollars will be used by employees to participate in the City's health plans. Unused flex dollar allowances, after the employee has elected the coverage under the Cafeteria plan they desire, can be taken by the employee as cash (taxable income); or deposited into the following tax deferred options: 1) employee's Health Care spending account (Sec. 125 plan), 2) Dependent Care Spending account, 3) 457 Deferred Compensation plan; or used to purchase voluntary products. Employees who do not use the full monthly maximum benefit amount shall be paid the unused amount on the first payday of the month.

E. Employees may designate only that portion of sick leave remaining unused from the total hours earned during the previous twelve (12) month period from July 1 through June 30 to be applied toward the health benefit program.

Section 2. Continuation of Medical Insurance Upon Retirement.

A. Eligibility for City contribution to the retiree Health Benefits Program for employees hired after June 22, 2005 shall be based on the following schedule:

1. Employees retiring from the City with less than 5 consecutive years of service with the City of Westminster shall be eligible for a City contribution to the Retiree Health Plan equal to the minimum CalPERS required contribution to the Health Plan (ex. \$97.00 effective 2008)

2. Employees retiring from the City with more than 5 years of consecutive service through 10 years of consecutive service with the City of Westminster shall be eligible for up to \$234.15 per month (25% of \$936.60).

3. Employees retiring from the City with more than 10 years of consecutive service through 15 years of consecutive service with the City of Westminster shall be eligible for up to \$468.30 per month (50% of \$936.60).

4. Employees retiring from the City with more than 15 years of consecutive service with the City of Westminster shall be eligible for up to \$936.60.

B. Represented employees hired prior to adoption of this MOU, who retire from City service shall be eligible, after retirement, for continuation of medical insurance at the same level (\$936.60) that was established for active employees. There was no increase to the medical coverage amount during the term of this agreement. Retirees will continue to receive vision coverage of \$200.00 per person bi-annually, life insurance to \$35,000 (dependent upon age) with a City contribution to the premium not to exceed \$19.10 per month and a contribution to dental insurance benefits not to exceed \$20.00 per month. Employees who retire after adoption of this agreement, will no longer receive the City contribution to the life insurance (\$19.10). The retiree may continue the life coverage by paying the premium, as long as it is permissible under the Plan document issued by the insurer.

In order to implement the tiered benefit contained in this section, effective January 1, 2008 the City's contribution towards coverage under PEMHCA shall be the minimum contribution amount that is established by CalPERS on an annual basis. For calendar year 2008 the amount is \$97.00 and beginning January 2009, the amount will be adjusted annually to reflect any change in the medical care component of the Consumer Price Index. Under Section 22892 (b) (1) of CalPERS law the City is required to pay an equal amount towards the cost of medical coverage under PEMHCA for both active and retirees. The retiree shall have any additional premium required deducted from their retirement check. The City will inform the retirees of these changes prior to January 2008 as well as methods for reimbursement available.

C. During the term of this agreement, the City will reconvene meetings with representatives from each of the bargaining units to discuss the results of a study required under GASB regulations to determine the City's unfunded liability for post employment benefits. The purpose of these meetings will be to establish a mechanism for reimbursement of contractual obligations and to explore options and alternatives to minimizing these liabilities to insure the City's financial well being.

Section 3. Long Term Disability Plan. The City shall provide Long Term Disability Insurance benefits for all employees covered by this agreement. The benefit shall equal 66.67% of the employee's basic earnings, reduced by any deductible benefits received from other sources. No benefits shall be payable for the first 90 (90) calendar days of each period of disability. After LTD benefits commence, the employee may use any remaining paid leave to supplement such benefits during the term of disability leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period. All remaining sick leave must be used before vacation or other accumulated leave can be used for this purpose.

ARTICLE X

RETIREMENT

Section 1. Retirement

Employees shall be members of the Public Employees' Retirement System and shall be eligible for retirement benefits based upon the 2 percent at age 55 formula, using the average monthly salary earned during the highest 12 consecutive

months of employment (final compensation). At the adoption of this agreement, the City will begin discussions with other groups representing Miscellaneous employees to offer the retirement benefit 2.5% at age 55 formula. The Association understands and agrees that PERS requires an election of all Miscellaneous PERS members employed by the City and a majority of those voting (50%+ one) will determine whether the city will continue processing the PERS contract amendment. The ballot, and/or an attachment, will indicate that those voting understand that a 3.513% deduction will be implemented when the enhanced benefit becomes effective. The city will endeavor to have the effective date January 5, 2008. The Coverage shall also include:

Payment by City of Employee's Retirement Contribution. The City shall pay no more than seven percent (7%) employee contribution toward Public Employees' Retirement System retirement. Effective the date (on or around January 5, 2008) of the contract amendment for the benefit known as 2% at age 55, the employee contribution changes to 8%; the employees will begin paying 3.513% of the employee contribution. The City will allow these contributions to be treated as "pick up" in accordance with Section 414(h)2 of the Internal Revenue Service and applicable Government Code sections. These "pick up" contributions will be treated as deferred income to the employee for federal and state tax purposes to the extent permissible by law. Me Too – if the City agrees to allow any non sworn group of employees to have this benefit with a deduction less than 3.513%; then the City agrees to reduce the deduction for this group to the lower figure.

Disability Retirement. An employee becoming disabled to the extent that he is incapable of performing his duties shall be eligible for disability retirement provided he has at least five (5) years of service. The monthly retirement allowance is 1.80 percent of final compensation for each year of service, with a minimum guarantee of one-third of final compensation for most employees who have rendered at least ten (10) years of service. The disability retirement allowance shall under no circumstances exceed the service retirement allowance payable upon retirement for service at age 60 if employment could be continued to that age.

Death Before Retirement:

Basic Death Benefit. This benefit is a refund of the member's accumulated contributions to the retirement fund plus interest, plus six months' salary, provided he has been a member of the Retirement System for six (6) years or more. For those who die before completing six (6) years of membership, the benefit is one month's salary for each year of membership, plus refund of contributions and interest. The salary referred to is that earned during the year preceding death. Prior service does not count toward this benefit.

1959 Survivor Benefit. A monthly allowance shall be paid to certain survivors of a member who dies before retirement. The City provides Level One. The City agrees to provide the Fourth Level 1959 Survivor Benefit effective January 5, 2008. The employee will continue to pay the required \$2.00 per month.

Death After Retirement. The death benefit is \$500 if death occurs after retirement. This amount will be in addition to any payments which might be made upon an optional retirement benefit chosen by the member at his retirement.

Termination of Employment. Upon termination of employment, an employee with five or more years of service may either leave his contributions with the Retirement System and receive, upon attaining retirement age, the retirement benefit he has earned, or he may withdraw his contributions (plus interest), thus terminating his membership in the System and receiving no retirement benefit. Except: (1) a member with less than five (5) years of service shall not have the privilege of leaving his contributions with the System, but shall automatically have his contributions, plus interest, refunded upon termination of employment; and (2) a member who is transferring to employment with another agency which is covered under the System shall not have the right of withdrawing his accumulated contributions, but the contributions will be transferred with the member.

ARTICLE XI

APPOINTMENTS AND OTHER PERSONNEL ACTIONS

Section 1. Promotions. A promotion shall establish a new anniversary date. When promoted, the employee shall receive the lower of the following: Step to step increase on the new salary range, OR the step of the new salary range which provides at least a 5% increase.

When a vacancy occurs, the City shall post the opening on the employees' bulletin board at the Corporation Yard, City Hall, Community Services and Police Department for five (5) working days. Jobs shall not be filled until posting is complete.

Changes made in minimum qualifications shall not go into effect for current employees for three months after such changes are made. If an employee does not meet the minimum qualifications for a promotion by the time of closing of the promotional posting, then the employee shall not be eligible for the promotion. Failure by the employee to submit sufficient evidence of meeting the minimum qualifications to the Personnel Office prior to the posted closing date as set forth on the posted notice makes an employee ineligible for further consideration for the promotional opening.

Section 2. Temporary Appointments. Temporary appointments may be made in accordance with the Personnel Policy Manual, and shall not exceed six (6) months.

Section 3. Working Out of Class. When an employee performs work out of classification for up to 40 consecutive hours or more, inclusive of holidays, increased compensation shall be effective from the first day as approved by department and City Manager. Working out of class provisions shall be made for positions vacated due to illness, injury on duty, vacations, terminations, resignations, layoff, or an approved leave of absence. An employee shall receive working out of class pay at the "A" step of the higher class, but shall receive not less than five percent (5%) above the employee's regular salary, unless acting in a position only one schedule higher and also paid at the "E" step, for work performed within the scope and responsibilities of the higher classification, and for each day or hours thereafter an employee works out of class. The department head shall notify the Personnel Director of such assignment.

The City will not assign various employees to the vacant position to thwart the intent of this Section.

Section 4. Reallocation and Y Rating. All employees in classifications reallocated to a higher salary range shall be paid at the same step in the higher range, unless the City and the Association have reached agreement regarding implementation of a specific range adjustment. Employees who are reclassified to a classification with a higher salary range shall be considered promoted and their step shall be established according to Section 1. Promotions as outlined above. Employees in positions reallocated to a lower range, or reclassified to a position at a lower range, or reclassified to a position at a lower schedule, or demoted for other than disciplinary reasons, shall not receive a reduction in pay, and instead shall be Y-rated (this does not apply to voluntary demotions). Such Y-rated employees shall not receive across the board increases, or if appropriate, shall not receive part of an across the board increase, until the employee's rate of pay reaches the new pay range; such employee, however, shall continue to receive step increases, where appropriate, until the employee reaches top step. Y-rated is defined as a rate paid to an employee that is above the current maximum salary established for the classification.

Section 5. Layoff Procedures

A. Definition. Termination of employment or separation from a position because of economy, lack of funds, or lack of work.

B. Conditions For Layoff. A department head, with the approval of the City Manager, may lay off an employee in the Classified Service because of material change in duties and organization or shortage of work or funds. No permanent employee shall be laid off until all part time, temporary and probationary employees in the Classified Service holding positions with related job duties are laid off with the exception of promotional probationary employees.

C. Procedures for Layoff. Thirty (30) working days prior to the effective date of a layoff, the department head shall furnish written notice to the City Manager of the anticipated action, state the reasons therefore. A copy of such notice shall be given to the employee affected. The order of layoff shall be based upon seniority and/or competency.

When employee layoffs are made necessary, the following procedures shall be followed regarding employees in the same class or similar work categories:

When seniority is equal, (i.e. date of hire or total time served) the less competent employee, as deemed by annual evaluations, shall be laid off.

D. Rights of Employees Affected by Layoffs:

1. Each employee subject to layoff shall be provided with (30) days' written notice and shall be allowed reasonable administrative leave as may be required to seek employment. Permanent employees who are laid off shall be entitled to reemployment for a two-year period, and probationary employees who are laid off shall be entitled to reemployment for a one-year period.

2. Laid off employees who are re-employed shall not be allowed to count seniority during the time not employed by the City.
3. An employee who is laid off, who has greater seniority than an employee not laid off in the same class or work category, shall have the right of appeal as provided in this section.
4. For bumping purposes only, when an employee is laid off, who has greater seniority than an employee in a lesser position shall have the right to displace the employee with less seniority in the lesser or equal position, unless there is a question of competency or work comparability. If the displacement request is rejected, the laid off employee shall have the right to appeal as provided in this section.
5. No full time, part time, temporary, or provisional employee shall be hired into the classification until all employees on layoff from the classification have been given the opportunity to return to work. Such employees shall be rehired or reinstated in reverse order of their layoff or demotion in order of seniority.

E. Effect of Layoff on Benefits. Laid off employees shall be paid for accumulated compensatory time off, as indicated in the personnel records in accordance with policies regarding overtime and compensatory time off. Laid off employees shall not continue to receive benefits.

F. Layoff Appeal Procedure. Appeals, as provided for in this section, shall be filed within five (5) working days of the receipt of formal notice of layoff, and a hearing before the City Manager shall be held and completed within ten (10) working days after the appeal is filed. A direct appeal of the administrative decision to the City Council may be filed within five (5) working days after the administrative decision and a hearing before the City Council shall be held and completed within ten (10) working days thereafter, and the decision of the City Council shall be final.

The appeals provided for may be heard only on the basis of relative competency or work comparability and are distinct and different from appeals provided for in disciplinary actions.

ARTICLE XII

CITY RIGHTS AND RESPONSIBILITIES

Section 1. Management Rights. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.

B. To determine the existence or non-existence of facts that form the basis of the Management decision.

C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

D. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.

E. Methods of financing.

F. Types of equipment or technology to be used.

G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.

H. To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.

I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments.

J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.

K. To establish and modify productivity and performance programs and standards.

L. To discharge, suspend, demote, or otherwise discipline employees for proper cause.

M. To determine job classifications and to reclassify employees.

N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

O. To determine policies, procedures and standards for selection, training and promotion of employees.

P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

Q. To maintain order and efficiency in its facilities and operations.

R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.

- S. To take any and all necessary action to carry out the mission of the Agency in emergencies.

Section 2. Exercise of Management Rights. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions and Administrative Code which are incorporated in this Agreement. By agreeing to meet and confer with the Association as to the impact and the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XIII

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Employee Safety. The City shall provide a safe and healthy work environment. No employee shall be required to work under conditions dangerous to the employee's health and safety. The City shall make reasonable efforts to provide and maintain a safe place of employment. The Association shall urge all employees to perform their work in a safe manner and to report any unsafe practices, conditions or equipment to their immediate supervisor. The City shall maintain a "Log and Summary of Occupational Injuries and Illnesses" in the Personnel Office. This log shall be made available to the Association upon request.

Section 2. Contracting Out. In the event the City desires to contract out a portion of the work done by represented employees of the Westminster Municipal Employees' Association, the representative of the City and the Association will meet and confer in regard to the impact of contracting out as required by MMB.

Section 3. Release Time. Association Representatives shall be allowed a reasonable amount of paid release time in order to investigate grievances, safety issues and other issues in compliance with this Memorandum of Understanding.

An employee may request the right to representation in any meeting that they have a reasonable belief may result in discipline. The Association will make available a list of stewards adequate to insure no delays in such meetings.

Section 4. Use of Facilities. The Association shall be allowed the use of City facilities to hold monthly meetings. Represented employees who are working shall be allowed to attend said meetings upon approval from the Department Head and at the convenience of the City.

Section 5. Inspection of Personnel Files. An employee shall have the right to inspect their personnel file at any reasonable time during normal business hours. The employee may be accompanied by a representative of the Association or may have their Association representative inspect the contents of their file in the employee's absence by authorizing, in writing, a designated representative to make such an inspection.

Unauthorized inspections are prohibited without a written release signed by the employee.

A personnel file shall be maintained by the Human Resource Director for each employee. Said file shall be considered the personnel file and subject to all provisions of this Article.

An employee's supervisor may maintain and control a file or files for each employee he/she supervises at his/her discretion. Any file maintained by a supervisor shall not be considered the personnel file and shall not be subject to the provisions of this Article.

Adverse statements of any kind shall not be included in the employee's personnel file, unless discussed with and a copy provided to the employee prior to inclusion. An employee shall have the right to respond in writing to any information contained in the file and that document will be attached to the written statement.

The City shall make a reasonable effort to maintain a system of fair and timely performance evaluations.

Section 6. No Strike Provision.

A. The WMEA, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining unit that, during the term of this contract, they will not cause or condone any strike, walkout, work stoppage, job action, slow-down, sick out, or refusal faithfully to perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities.

B. Any employee who participates in any of the conduct prohibited above shall be subject to discipline up to and including termination by the City.

In the event of such activities, the WMEA shall immediately instruct any persons engaging in such conduct that they are violating this Agreement and that they are engaging in unlawful conduct and to resume full and faithful performance of their job duties.

Section 7. Uniforms/Safety Boots. Represented employees required to wear a distinctive uniform, and field inspectors will be furnished nine (9) and eleven (11) uniforms respectively through a uniform rental service. Special Services clerks assigned to Public Works will be provided uniforms at a cost not to exceed \$300.00 per employee per each twenty-four (24) month period.

Represented employees, including field inspectors and survey engineers, required to wear safety boots, shall be entitled to one or more pairs of boots with a maximum total reimbursement of \$140.00 per year. Employee has the option to apply this money towards the repair of boots or purchase of a second pair. Employees who resign or are terminated for cause from City service within sixty (60) days after receiving reimbursement for boots shall have the amount of reimbursement deducted from their final paycheck.

Section 8. Agency Shop Agreement - Legislative Authority The parties mutually understand and agree that under the Meyers Milias Brown Act (Government Code Section 3500 et seq.) all employees who are in classifications represented by the Westminster Municipal Employees' Association have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association. Employee shall be defined as full time having successfully completed their probationary period.

A. Election and exclusions of classifications from voting. An election was held and individuals in certain classifications were excluded from voting in the election. The Association had agreed that individuals who were in positions within those classifications at the time of the election would not be subject to the agency shop provisions contained in this agreement; but would be able to join the Association voluntarily and pay dues at their option. The parties agree that any person who did not volunteer to pay the dues will continued to be grandfathered; but any new person hired in the position will be subject to the Agency Shop provisions.

B. Association Dues/Service Fees

1. Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.

2. The Personnel Department shall provide all new hires with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or provide proof of membership in a religious organization which holds historic opposition to membership in a labor organization. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the Personnel Office.

3. If the form is not completed properly or returned within 14 calendar days, the City shall commence and continue a monthly payroll deduction of service fees from the first regular biweekly paychecks of such employee each month.

4. As to non-members objecting to the Association spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications and litigation.

5. The Association shall comply with applicable law regarding disclosure and allocation of its expenses, notice to providers of their right to object, provision for agency fee payers to challenge the Association's determinations of amounts chargeable

to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

6. The Association shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Association and the objecting provider(s). A copy of such procedure shall be made available upon request by the Association to non-members and the City.

7. The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.

8. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. If the employee is working a reduced schedule and is not earning their full salary, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

C. Religious Exemption

1. Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association **[Govt. Code Section 3502.5(c)]**.

2. Declarations of, or applications for, religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deductions only.

D. Rescission The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

1. A request for such a vote is supported by a petition containing the signatures at least thirty per cent (30%) of the employees in the unit;
2. The vote is by secret ballot;
3. The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement **[Govt. Code Section 3502.5(d)]**.
4. If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

E. Indemnification The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation including claims relating to the Association's use of monies collected under these provisions **[Govt. Code Section 3502.5(b)]**. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE XIV

GRIEVANCE PROCEDURE

A grievance is a claim by an employee or their representative of a misinterpretation or misapplication of, or non-compliance with the terms of this Agreement, City Personnel Rules and Regulations by personnel of the City (exclusive of the personal actions of members of the representative unit).

Consistent with case law, the City will not retaliate against an employee for utilizing the grievance procedure.

In a hearing or meeting with the supervisor, department head or City Manager, called to resolve a grievance, a maximum of three (3) employees, or Westminster Municipal Employees Association representatives may be excused from work. Employees shall receive full pay while attending a grievance hearing during regular working hours.

STEP ONE – INFORMAL PROCESS - Prior to filing a written grievance petition, the employee shall first endeavor to resolve the matter informally with their supervisor and/or any other person that may be able to resolve the grievance.

STEP TWO – WRITTEN GRIEVANCE DEPARTMENT HEAD - Any claim of grievance not informally resolved shall be filed with the appropriate City Department

Head within fifteen (15) full business days after knowledge the alleged violation occurred. The grievant and their representative shall submit a written, signed petition to the appropriate department head of the City, requesting investigation and hearing of the grievance. The department head shall schedule a meeting within fifteen (15) full business days after receipt of the petition and shall respond, in writing, within ten (10) full business days after the meeting of the grievant and his/her representative.

STEP THREE – CITY MANAGER REVIEW - If the grievance is not resolved in step two, the grievant/representative shall file the written grievance with the City Manager within seven (7) full business days from the date the response was received. Within ten (10) full business days of the receipt of the written grievance, the City Manager shall meet with the grievant and their representative(s) to discuss the matter and shall respond in writing, to the grievant and representative(s) within seven (7) full business days from the date of the meeting.

STEP FOUR - APPEAL TO THE PERSONNEL BOARD OR A HEARING OFFICER - Any employee dissatisfied with the decision of the City Manager, except for disciplinary action of less than two working days or those terminations for which Association elects review by a Hearing Officer pursuant to the section below entitled "Appeal of Termination", may request the Personnel Board to review all matters related to the decision by using the following procedure:

a. The aggrieved or dissatisfied employee shall request in writing, through the City Manager within five (5) working days after final action is taken and written notice has been given to the employee by the City Manager, that the matter be reviewed by the Personnel Board.

b. The City Manager, upon receiving a request that the matter be reviewed by the Personnel Board, shall immediately give a copy of the request to the Personnel Director. The Personnel Director shall forward and immediately set a date for hearing by the Board to be held not sooner than ten (10) working days from the receipt of such request and not later than fifteen (15) working days from the time the Personnel Director receives the request for hearing.

c. Before submission of the appeal to the Personnel Board, the City Manager shall prepare a complete report to include the original charges or grievance, the department head's reasons for and explanation of the charges, and the results of the City Manager's investigation and final action.

d. The City Manager shall notify in writing the person or persons requesting Personnel Board review and other interested parties, as necessary. The notice shall contain the date, time and place where the appeal will be heard.

e. The Personnel Board shall meet to consider the appeal and may continue the hearing from time to time. However, if the Board has not concluded the hearing within fifteen (15) working days from the first day of the hearing, the Board shall meet daily until the hearing is concluded and the matter taken under deliberation in order to render findings of fact and a recommendation. The Personnel Board shall conduct all hearings according to the provisions of Municipal Code 2.68.070.

f. The Personnel Board shall submit its written findings and recommendations to the City Manager and the City Council within ten (10) working days after the close of the hearing. Said findings and recommendations shall also be delivered to the employee, the employee's representative and the Association President.

g. Unless incapacitated, all parties notified shall appear to answer any and all questions which may be directed to them.

EXHIBIT 1

The following positions are covered by this Agreement.

- Account Clerk
- Accounting Technician
- Administrative Assistant I
- Building Maintenance/ Repair Worker
- Building Supervisor
- Business License & Building Permit Technician
- Code Enforcement Officer
- Combination Building Inspector
- Community Services Representative
- Computer Technician
- Customer Service Representative
- Deputy City Clerk
- Engineering Technician
- Equipment Mechanic
- Equipment Operator
- Facilities Supervisor
- Leadworker
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Mechanic/Body Repair Worker
- Mechanic
- NPDES Inspector
- Public Information Clerk
- Public Works Inspector
- Public Works Maintenance Supervisor
- Public Works Specialist
- Senior Combination Building Inspector

The following is a list of represented positions that are currently vacant and not budgeted:

- Body Repair Worker
- Building Maintenance/Repair Supervisor
- Career Services Specialist
- Clerk Typist
- Community Development Specialist
- Cross Connection Inspector/Leadworker
- Engineering Aide
- Gang/Drug Intervention & Prevention Specialist
- General Clerk
- Heavy Equipment Operator

Meter Reader
Payroll Clerk
Personnel Secretary
Plant Maintenance Worker
Printing Services Technician
Purchasing Assistant
Receptionist/Clerk
Records Clerk
Recreation Center Coordinator
Recreation Coordinator
Senior Account Clerk
Senior Building Maintenance/Repair Worker
Senior Building Maintenance/Repair Technician III
Senior Code Enforcement Officer
Senior Center Coordinator
Senior Mechanic
Senior Programs Coordinator
Shop Foreman
Stenographer Clerk
Sweeper Operator
Training Coordinator/Crew Leader

It is recognized that it is a management right to determine which of the above listed positions are funded and filled; however, management shall consult with the WMEA prior to any full time represented position being filled by part-time/contract personnel on a permanent basis.

If any new classifications are created, the City shall notify WMEA of such creation and the City's intent regarding unit placement. Upon request, the City will meet with the WMEA regarding such unit placement.

h. The Personnel Board, shall upon the request of the employees charged, order that all proceedings conducted hereunder be closed to the public and eject all persons, except the person charged or alleged to be aggrieved, the employee's attorney or person representing the official from whose action the appeal is being taken, and any other affected parties. The Personnel Director and City Attorney shall be present at all such proceedings, unless otherwise provided.

i. Any decision of the Personnel Board shall be advisory and shall be considered a recommendation to the City council.

j. The City Council shall consider the recommendation at the first regular Council meeting following receipt of the written findings.

k. Time limits may be extended by mutual agreement.

Appeals from termination - Any permanent employee dissatisfied with the decision of the City Manager on termination of the employee may request a hearing by a Hearing Officer. The request must be filed, in writing, to the City Manager within five (5) working days after final action is taken and written notice has been given to the employee. The Hearing Officer shall be selected from a list of seven (7) arbitrators provided by AAA who are members of the National Academy of Arbitrators or through a list of Hearing Officers from the State Mediation and Conciliation Service. If the parties can not agree on selection of a Hearing Officer, then the parties will alternately strike names until one name remains. Any decision of the Hearing Officer shall be advisory and shall be considered a recommendation to the City Council who shall make the final decision.

The City Council shall consider the recommendation at the first regular City Council meeting following receipt of the written recommendation of the Hearing Officer.

ARTICLE XV

SOLE AND ENTIRE MEMORADUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOU's and memorandums of agreement or memorandums of understanding, or contrary salary and/or personnel resolutions or administrative codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law

ARTICLE XVI

WAIVER OF BARGAINING DURING THE TERM OF THIS MEMORANDUM OF UNDERSTANDING

During the term of this MOU, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by the Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may,

however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this agreement

ARTICLE XVII

SEPARABILITY PROVISION

In the event that any provisions of the Memorandum of Understanding is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, there being the expressed understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect for the duration of this agreement.

ARTICLE XVIII

TERM OF THE MEMORANDUM OF UNDERSTANDING

This Agreement, its terms and conditions shall become effective the date ratified by the City Council, unless specifically stated elsewhere in the MOU, and shall continue in full force and effect from until June 30, 2010.

ARTICLE XIX

RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of those unit employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution by the City Council.

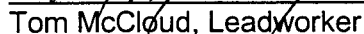
DATED 3-12-08

Westminster Municipal
Employees' Association


Mike Gaskins, CEA Representative


Justin Watts, WMEA President


Dave Sanchez, WMEA Vice President

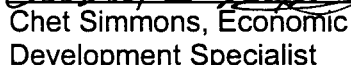

Tom McCloud, Leadworker

City of Westminster


Chris Birch, Interim Director Human
Resources & Risk Management


Tami Piscotty, Assistant to the City
Manager


Mitch Waller, Police Captain


Chet Simmons, Economic
Development Specialist